

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

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CARLTON ETIENNE,

Plaintiff,

-against-

RUSSELL BRACHER, SAMUEL J. TILDEN HIGH SCHOOL,  
TILDEN EDUCATIONAL COMPLEX, CULTURAL  
ACADEMY FOR THE ARTS AND SCIENCES, IT TAKES  
A VILLAGE ACADEMY, KURT HAHN EXPEDITIONARY  
LEARNING SCHOOL, NEW YORK CITY DEPARTMENT  
OF EDUCATION, NEW YORK CITY BOARD OF  
EDUCATION, and THE CITY OF NEW YORK,

Defendants.

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Index No.

Date Purchased

Plaintiff(s) designate(s)

KINGS

County as the place of trial.

The basis of venue is  
plaintiff's residence and  
place of occurrence

**SUMMONS**

To the above named Defendant(s):

*You are hereby summoned* to answer the complaint in this action and to serve a copy of your answer, or if the complaint is not served with this summons, to serve a notice of appearance on the Plaintiff's Attorney(s) within **twenty** days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Notice of Electronic Filing  
(See Rider to Summons, Annexed)

Dated: New York, New York  
August 27, 2019

**JAROSLAWICZ & JAROS PLLC**

Attorneys for Plaintiff

225 Broadway, 24<sup>th</sup> Floor

New York, New York 10007

(212) 227-2780

dj@lawjaros.com

By: \_\_\_\_\_

David Jaroslawicz

Defendant(s) address(es):

RUSSELL BRACHER  
SAMUEL J. TILDEN HIGH SCHOOL  
TILDEN EDUCATIONAL COMPLEX  
CULTURAL ACADEMY FOR THE ARTS AND SCIENCES  
IT TAKES A VILLAGE ACADEMY  
KURT HAHN EXPEDITIONARY LEARNING SCHOOL  
5800 Tilden Avenue  
Brooklyn, New York 11203

NEW YORK CITY DEPARTMENT OF EDUCATION  
NEW YORK CITY BOARD OF EDUCATION  
THE CITY OF NEW YORK  
100 Church Street  
New York, New York 10007

RUSSELL BRACHER  
7405 Avenue U, 1<sup>st</sup> floor  
Brooklyn, New York 11234-6208

**RIDER****NOTICE OF ELECTRONIC FILING  
(Mandatory Commencement Case)  
(Uniform Rule § 202.5-bb(a)(2)(v) and (vi))**

You have received this Notice because:

- 1) The Plaintiff/Petitioner, whose name is listed above, was required to file this case using the New York State Courts E-filing system ("NYSCEF"), and
- 2) You are a Defendant/Respondent (a party) in this case.

**If you are represented by an attorney:**

Give this Notice to your attorney. (Attorneys: see "Information for Attorneys" below).

**If you are not represented by an attorney:**

**You will be served with all documents in paper and you must serve and file your documents in paper, unless you choose to participate in e-filing.**

**If you choose to participate in e-filing, you must have access to a computer and a scanner or other device to convert documents into electronic format, a connection to the internet, and an e-mail address to receive service of documents.**

The benefits of participating in e-filing include:

- serving and filing your documents electronically
- free access to view and print your e-filed documents
- limiting your number of trips to the courthouse
- paying any court fees on-line (credit card needed)

To register for e-filing or for more information about how e-filing works:

- visit: [www.nycourts.gov/efile-unrepresented](http://www.nycourts.gov/efile-unrepresented) or
- contact the Clerk's Office or Help Center at the court where the case was filed. Court contact information can be found at [www.nycourts.gov](http://www.nycourts.gov)

To find legal information to help you represent yourself visit [www.nycourthelp.gov](http://www.nycourthelp.gov)

**Information for Attorneys  
(E-filing Commencement Documents is Mandatory)**

Attorneys representing a party must either consent or decline consent to electronic filing and service through NYSCEF for this case.

Attorneys registered with NYSCEF may record their consent electronically in the manner provided at the NYSCEF site. Attorneys not registered with NYSCEF but intending to participate in e-filing must first create a NYSCEF account and obtain a user ID and password prior to recording their consent by going to [www.nycourts.gov/efile](http://www.nycourts.gov/efile).

Attorneys declining to consent must file with the court and serve on all parties of record a declination of consent.

For additional information about electronic filing and to create a NYSCEF account, visit the NYSCEF website at [www.nycourts.gov/efile](http://www.nycourts.gov/efile) or contact the NYSCEF Resource Center (phone: 646-386-3033; e-mail: [efile@nycourts.gov](mailto:efile@nycourts.gov))

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

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CARLTON ETIENNE,

Index No.

Plaintiff,

**VERIFIED COMPLAINT**

-against-

RUSSELL BRACHER, SAMUEL J. TILDEN HIGH  
SCHOOL, TILDEN EDUCATIONAL COMPLEX,  
CULTURAL ACADEMY FOR THE ARTS  
AND SCIENCES, IT TAKES A VILLAGE ACADEMY,  
KURT HAHN EXPEDITIONARY LEARNING SCHOOL,  
NEW YORK CITY DEPARTMENT OF EDUCATION,  
NEW YORK CITY BOARD OF EDUCATION, and  
THE CITY OF NEW YORK,

Defendants.  
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Plaintiff, by his attorneys, Jaroslawicz & Jaros PLLC complaining of the defendants,  
upon information and belief, alleges as follows:

**THE PARTIES**

1. At all times hereinafter mentioned, plaintiff is a resident of the State of New York, County of Kings.
2. At all times hereinafter mentioned, defendant Russell Bracher was a music and piano teacher.
3. At all times hereinafter mentioned, the defendant Samuel J. Tilden High School ("SJTHS") operated a public high school, located at 5800 Tilden Avenue, Brooklyn, New York, also known as the Tilden High School.

4. At all times hereinafter mentioned, defendant Bracher was a music teacher at SJTHS.

5. At all times hereinafter mentioned, defendant Bracher was acting as an agent, servant, and/or employee of defendant SJTHS.

6. At all times hereinafter mentioned, defendant Tilden Educational Complex is a successor to SJTHS.

7. At all times hereinafter mentioned, defendant Bracher was acting as an agent, servant, and/or employee of defendant Tilden Educational Complex.

8. At all times hereinafter mentioned, defendant Cultural Academy for the Arts and Sciences ("CAAS") is part of the Tilden Educational Complex.

9. At all times hereinafter mentioned, defendant CAAS is a successor to defendant SJTHS.

10. At all times hereinafter mentioned, defendant Bracher was acting as an agent, servant, and/or employee of defendant CAAS.

11. At all times hereinafter mentioned, defendant It Takes A Village Academy ("ITAVA") is part of the Tilden Educational Complex.

12. At all times hereinafter mentioned, defendant ITAVA is a successor to SJTHS.

13. At all times hereinafter mentioned, defendant Bracher was acting as an agent, servant, and/or employee of defendant ITAVA.

14. At all times hereinafter mentioned, defendant Kurt Hahn Expeditionary Learning School ("KHELS") is part of the Tilden Educational Complex.

15. At all times hereinafter mentioned, defendant KHELIS is a successor to SJTHS.

16. At all times hereinafter mentioned, defendant Bracher was acting as an agent, servant, and/or employee of defendant KHELIS.

17. At all times hereinafter mentioned, defendant New York City Department of Education ("NYCDE") is a public entity, duly organized and existing under and by virtue of the laws of the City and State of New York.

18. At all times hereinafter mentioned, defendant NYCDE owns the aforementioned schools.

19. At all times hereinafter mentioned, defendant NYCDE operates the aforementioned schools.

20. At all times hereinafter mentioned, defendant New York City Board of Education ("NYCBE") is a public entity, duly organized and existing under and by virtue of the laws of the City and State of New York.

21. At all times hereinafter mentioned, defendant NYCBE owns the aforementioned schools.

22. At all times hereinafter mentioned, defendant NYCBE operates the aforementioned schools.

23. At all times hereinafter mentioned, defendant Bracher was acting as an agent, servant, and/or employee of defendant NYCBE.

24. At all times hereinafter mentioned, the defendant The City of New York ("CNY") is a public entity, duly organized and existing under and by virtue of the laws of the State of New York.

25. At all times hereinafter mentioned, defendant CNY owns the aforementioned schools.

26. At all times hereinafter mentioned, defendant CNY operates the aforementioned schools.

27. At all times hereinafter mentioned, defendant Bracher was acting as an agent, servant, and/or employee of defendant CNY.

#### **THE UNDERLYING FACTS**

28. At all times hereinafter mentioned, plaintiff immigrated from Haiti in 2005 when he was seventeen years of age.

29. Commencing in September of 2005, plaintiff started to attend SJTHS as a sophomore.

30. At all times hereinafter mentioned, defendant Bracher was a music and piano teacher at the school.

31. Defendant Bracher offered to assist the plaintiff with his English and to give him piano lessons.

32. During these so-called lessons, defendant Bracher would put his hand on plaintiff's thigh and leg.

33. For approximately six months, plaintiff had lessons with defendant Bracher three times a week, into the spring of 2006.

34. Defendant Bracher would look through the window of the music room door to determine that no one could see inside the room, he would start kissing the plaintiff.

35. Defendant Bracher had an office behind the music room.

36. Defendant Bracher would take the plaintiff into his office and kiss him; he had plaintiff open his pants, and would open his own pants.

37. In approximately February of 2006, plaintiff took plaintiff from school to his private home; this occurred on several occasions.

38. At defendant Bracher's private home, defendant would engage in oral and anal sex with the plaintiff.

39. Plaintiff had never had sex with a man.

40. Plaintiff, at that time, was a vulnerable minor.

41. Plaintiff attempted to avoid defendant Bracher.

42. Defendant Bracher passed the plaintiff in music, which was a required course, despite the fact that plaintiff had never gone to his class.

43. Plaintiff never graduated college because he was not able to function due to constant stress.

44. Plaintiff moved out of New York.

45. Defendant Bracher's conduct was in violation of the laws of the State of New York.



46. Defendant Bracher used his position of authority and trust over the plaintiff in order to sexual abuse and harass the plaintiff.

47. The amounts sought herein exceed the jurisdiction of the lower courts.

48. This action is brought pursuant to the Children Victims Act ("CVA") (L. 2019 c. 11). *See* CPLR §§ 30.10; 208(b); 214-g.

**AS AND FOR A FIRST CAUSE OF ACTION  
AS AGAINST DEFENDANT RUSSELL BRACHER**

49. Defendant was reckless, careless and negligent in wrongfully sexually abusing and taking advantage of the plaintiff and other children or adolescents under his care; in misusing his position of authority and trust as a teacher; in violating applicable, laws, rules and regulations; and defendant was otherwise reckless, careless and negligent.

50. As a result of being sexually abused by the defendant, plaintiff was caused to suffer severe and permanent personal injuries, including but not limited to, great pain of mind and body; severe and permanent emotional distress; physical manifestations of emotional distress; problems sleeping and concentrating; low self-confidence; low self-respect; low self-esteem; feeling of worthlessness; feeling shameful and embarrassed; feeling alone and isolated; losing faith in authority figures; struggling with gainful employment and career advancement; severe mental anguish and distress; emotional distress; unable to have relationships with male or females; depression; feeling helpless, and hopeless, problems with sexual intimacy, relationship problems, trust issues, feeling confused and angry, depression, anxiety, feeling dirty, used, and damaged, suicidal ideations; having traumatic flashbacks; feeling that his/her childhood and innocence was

stolen; and feeling that his life was ruined. As a victim of Defendants' misconduct, Plaintiff is unable at this time to fully describe all the details of that abuse and the extent of the harm Plaintiff suffered as a result.

51. By reason of the foregoing, plaintiff is entitled to recover all damages, including punitive damages, from the defendant.

**AS AND FOR A SECOND CAUSE OF ACTION  
AS AGAINST DEFENDANT RUSSELL BRACHER**

52. Plaintiff repeats, reiterates and realleges each of the foregoing allegations with the same force and effect as if more fully set forth at length herein.

53. By acting as aforesaid, defendant intentionally inflicted emotional harm upon the plaintiff.

54. As a result of defendant's conduct, plaintiff was caused to suffer severe and permanent personal injuries as set forth above.

55. By reason of the foregoing, plaintiff is entitled to recover all damages, including punitive damages, from the defendant.

**AS AND FOR A THIRD CAUSE OF ACTION  
AS AGAINST DEFENDANTS  
SAMUEL TILDEN HIGH SCHOOL, TILDEN EDUCATIONAL COMPLEX,  
CULTURAL ACADEMY FOR THE ARTS  
AND SCIENCES, IT TAKES A VILLAGE ACADEMY,  
KURY HAHN EXPEDITIONARY LEARNING SCHOOL,  
NEW YORK CITY DEPARTMENT OF EDUCATION,  
NEW YORK CITY BOARD OF EDUCATION, and  
THE CITY OF NEW YORK**

56. Plaintiff repeats, reiterates and realleges each of the foregoing allegations with the same force and effect as if more fully set forth at length herein.

57. Defendants, by their agents, servants, and/or employees, were reckless, careless and negligent in failing to monitor Bracher's conduct despite the risk that Bracher posed to the plaintiff and other young persons that he was permitted to come into contact with; in failing to protect the plaintiff and other children from child sexual abuse; in failing to have a standard for the care of children; in failing to investigate Bracher's conduct; in failing to train their employees to identify the signs of child molestation by other employees; in failing to have proper safety policies and procedures to prevent child sexual abuse; in failing to identify the risk of child sexual abuse; in failing to properly train employees at the school to recognize that child sexual abuse could be attempted in certain situations and how to prevent it; in failing to retain mental health professionals to identify child sexual abuse; in failing to warn plaintiff of Bracher; in failing to report sexual abuse; in violating applicable laws, rules and regulations, including but not limited to New York State Social Law §§ 413 and 420; in failing to properly screen teachers, including Bracher; defendants owed a duty to protect the plaintiff from Bracher's sexual deviancy; defendants' grossly negligent acts of commission and omission resulted in plaintiff being sexually abused and taken advantage of by Bracher; in wrongfully hiring Bracher; in failing to prevent Bracher's inappropriate relationship with students or children he came into contact with; in leaving Bracher in a position so as to molest children and to continue molesting them; in permitting Bracher to abuse children entrusted to the care of the defendants; defendants were acting *in loco parentis* with a child placed in their care; in failing to properly monitor after-school programs; in permitting and allowing teachers to have

students come to their private offices at after-school hours; defendants were responsible for the intentional infliction of emotional harm and mental anguish and distress upon the plaintiff; and defendants were otherwise reckless, careless and negligent.

58. As a result of defendants' conduct, plaintiff suffered severe and permanent personal injuries as set forth above.

59. By reason of the foregoing, plaintiff is entitled to recover all damages, including punitive damages, from the defendants.

WHEREFORE, plaintiff demands judgment against the defendants, to recover for all of damages, including punitive damages, all together with the costs and disbursements of this action.

JAROSLAWICZ & JAROS PLLC  
Attorneys for Plaintiff  
225 Broadway, 24<sup>th</sup> Floor  
New York, New York 10007  
(212) 227-2780

By: 

David Jaroslawicz

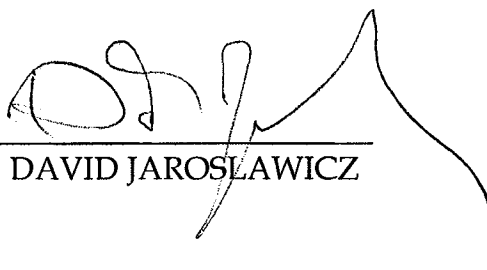
DAVID JAROSLAWICZ, a member of the firm of JAROSLAWICZ & JAROS PLLC, attorneys for the plaintiff(s) in the within action, duly admitted to practice in the Courts of the State of New York, affirms the following statements to be true under the penalties of perjury, pursuant to CPLR 2106(a).

That he has read the foregoing **Complaint** and knows the contents thereof; that the same is true to his own knowledge except as to those matters therein stated to be alleged upon information and belief, and that as to those matters, he believes them to be true.

Affiant further states that the source of his information and the grounds of his belief are derived from the file maintained in the normal course of business of the attorneys for the plaintiff(s).

Affiant further states that the reason this affirmation is not made by the plaintiff(s) is that at the time this document was being prepared, the plaintiff(s) was (were) not within the County of New York, which is the County where the attorney for the plaintiff(s) herein maintains his office.

Dated: New York, New York  
August 27, 2019



DAVID JAROSLAWICZ